

DATED 2 MARCH 2022

(1) LAZARI PROPERTIES 8 LIMITED

and

(2) CREDIT SUISSE (UK) LIMITED

and

(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

THIRD DEED OF VARIATION

pursuant to
Section 106 and Section 106A of the Town and Country Planning Act 1990 and other
relevant powers relating to the land known as
Stephenson House, 75 Hampstead Road, London NW1 2PL

THIS AGREEMENT is made the 2nd day of March 2022

BETWEEN:

- I. **LAZARI PROPERTIES 8 LIMITED** (Co. Regn. No. 11985423) of Accurist House, 44 Baker Street, London W1U 7BR (hereinafter called the "Owner")
- II. **CREDIT SUISSE (UK) LIMITED** (Co. Regn. No. 02009520) of 1 Cabot Square, London E14 4QJ (hereinafter called the "Mortgagee")
- III. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called the "Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN86642.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner, Barclays Bank Plc (as then "Mortgagee") and the Council entered into the Original Agreement (as defined at clause 2.2 of this Agreement) pursuant to section 106 of the Act in relation to the Original Permission (as defined at clause 2.2 of this Agreement).
- 1.4 The Owner, the Mortgagee and the Council entered into the First Deed of Variation (as defined at clause 2.2 of this Agreement) pursuant to section 106 and section 106A of the Act in relation to the Amendment Planning Permission (as defined at clause 2.2 of this Agreement).
- 1.5 The Owner, the Mortgagee and the Council entered into the Second Deed of Variation (as defined at clause 2.2 of this Agreement) pursuant to section 106 and section 106A of the Act on 9 March 2021 to vary the provisions relating to a mortgagees power of sale in respect of the affordable housing units following a registered provider for those units entering into liquidation or receivership.

- 1.6 The Supplementary Application (as defined at clause 2.2 of this Agreement) was submitted to the Council in respect of the Supplementary Development (as defined at clause 2.2 of this Agreement) and validated on 17 December 2020 and the Council resolved to grant permission conditionally under reference number 2020/5851/P subject to the conclusion of this legal Agreement.
- 1.7 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.8 For that purpose the Owner is willing to enter into this Agreement.
- 1.9 Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as provided in this Agreement.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) shall have the same meaning in this Agreement save where otherwise provided or where the context otherwise dictates and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Agreement.
- 2.2 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-
- a. **"Agreement"** this Deed of Variation
 - b. **"Amendment Planning Permission"** the planning permission with reference 2018/0663/P dated 2 July 2018
 - c. **"First Deed of Variation"** the agreement dated 2 July 2018 entered into between the Parties in relation to the Amendment Planning Permission

- d. **"Original Agreement"** the agreement dated 8 March 2018 entered into between the Parties in relation to the Original Permission
 - e. **"Original Application"** the application submitted in respect of the Original Development under reference number 2017/3518/P
 - f. **"Original Permission"** the planning permission granted for the Original Development pursuant to the Original Application
 - g. **"Original Development"** the development of the Property pursuant to the Original Permission
 - h. **"Second Deed of Variation"** the agreement dated 9 March 2021 entered into between the Parties in order to vary provisions of the Original Agreement relating to a mortgagees power of sale in respect of the affordable housing units following a registered provider for those units entering into liquidation or receivership
 - i. **"Supplementary Application"** the planning application in respect of the Supplementary Development, submitted to the Council and validated on 17 December 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/5851/P subject to conclusion of this Agreement
 - j. **"Supplementary Development"** the development to use that part of the Property identified in the Supplementary Application pursuant to the Supplementary Permission
 - k. **"Supplementary Permission"** a planning permission granted for the Supplementary Development substantially in the draft form annexed hereto
- 2.3 This Agreement is supplemental to the Original Agreement, the First Deed of Variation and the Second Deed of Variation and is a planning obligation for the

purposes of Section 106 of the Act and is made in pursuance of Section 106 and Section 106A of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and it is acknowledged by the Parties that the obligations contained within it are binding on the Property and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 2.4 The land bound by the obligations in this Agreement is the Property.
- 2.5 For the avoidance of doubt nothing in this Agreement is intended to have the effect of duplicating or double counting any of the obligations in the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) and all of the obligations in the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) shall continue to bind the Property save as varied by this Agreement (and in particular, for the avoidance of doubt, the "Car Free" provisions (clause 4.2 of the Original Agreement) and the "Deferred Affordable Housing Contribution" provisions (clause 4.14 of the Original Agreement) shall continue to bind the Property whether it is being Occupied pursuant to the Original Permission, the Amendment Planning Permission or the Supplementary Permission).
- 2.6 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 2.7 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.8 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

- 2.9 The Parties save where the context states otherwise shall include their successors in title and in the case of the Council any successor to its statutory functions.

3. **VARIATION OF THE ORIGINAL AGREEMENT**

- 3.1 The Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) shall be varied as follows:

- 3.1.1 A new Clause 2.44 shall be inserted into the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) as follows:

"Supplementary Application" the planning application with reference number 2020/5851/P

- 3.1.2 A new Clause 2.45 shall be inserted into the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) as follows:

"Supplementary Development" the change of use of 11 market residential units (C3), as substantially implemented under 2018/0663/P dated 02/07/2018, to flexible temporary sleeping accommodation (Sui Generis)/residential units (C3) to be used as accommodation for the cancer patients (and their parents/carers) being treated at UCLH's Proton Beam Therapy Centre as shown on the following Planning Application drawings and documents:-

Drawings: A-0500-PL; A-0502-PL; A-0503-PL;
A-0504-PL; A-0505-PL; A-0506-PL; A-0507-PL;
A-0508-PL; A-0509-PL; A-0512-PL; A-0513-PL;
A-0514-PL; A-0515-PL; A-0516-PL; A-0517-PL;
A-0518-PL and A-0519-PL.

Documents: UCLH Analysis Summary of
Available Local Residential Serviced

Accommodation; Letter from Director of Strategy of University of College London Hospital dated 14/01/2020 and Cover Letter (ref. LJW/CKE/SMAC/J10346.2) dated 16/12/2020

- 3.1.3 A new Clause 2.46 shall be inserted into the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) as follows:

"Supplementary Permission" planning permission granted for the Supplementary Development pursuant to the Supplementary Application

- 3.1.4 A new Clause 2.47 shall be inserted into the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) as follows:

"Supplementary Development Management Plan" means a plan setting out the package of measures to be drawn up by the Owner and approved by the Council to ensure that there are no material harmful or adverse effects on the Affordable Housing Units (including the Occupiers of those) resulting from Occupation of the Supplementary Development and to ensure that the Occupation of the Affordable Housing Units and Supplementary Development can coexist to the satisfaction of the Council

- 3.1.5 In Clause 3.8 of the Original Agreement, after the word "Development" in the first line of that clause, insert the additional words "and Supplementary Development".

- 3.1.6 In Clause 4.2.1 of the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation), after the word "Development" in the second line of that Clause, insert the additional words "or the Supplementary Development".

3.1.7 In Clause 4.2.3 of the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation), after the word "Development" in the second line of that Clause, insert the additional words "or the Supplementary Development".

3.1.8 In Clause 4.14.2(b) of the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation), after the word "Development" in the penultimate line of that sub-paragraph, insert the additional words "or the Supplementary Development (for the avoidance of doubt such percentage being of all floorspace comprised in both the Development and the Supplementary Development)".

3.1.9 In Clause 4.14.3 of the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation), after the word "Development" in the second line of that Clause, insert the additional words "and the Supplementary Development (for the avoidance of doubt such percentage being of all of the floorspace comprised in both the Development and the Supplementary Development)".

3.1.10 In Clause 4.14.6 of the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation), after the word "Development" in the second line of that Clause, insert the additional words "and the Supplementary Development (for the avoidance of doubt such percentage being of all of the floorspace comprised in both the Development and the Supplementary Development)".

3.1.11 A new clause 4.16 shall be inserted into the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) as follows:

4.16 SUPPLEMENTARY DEVELOPMENT MANGEMENT PLAN

4.16.1 Prior to the Implementation of the Supplementary Development to submit to the Council for approval the Supplementary Development Management Plan.

4.16.2 Not to Implement nor permit Implementation of the Supplementary Development until such time as the Council has approved the Supplementary Development Management Plan as demonstrated by written notice to that effect.

4.16.3 Following the Occupation of the Supplementary Development the Owner shall not Occupy or permit Occupation of any part of the Supplementary Development at any time when the Supplementary Development is not being managed in strict accordance with the Supplementary Development Management Plan as approved by the Council (and as may be updated from time to time with the prior approval of the Council) and shall not Occupy or permit Occupation of the Supplementary Development otherwise than in strict accordance with the requirements of the approved Supplementary Development Management Plan

4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Agreement shall be registered as a Local Land Charge.

6. MORTGAGEE EXEMPTION

6.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless continuing at a time when it takes possession of the whole or any part of the Property to which such obligations relate in which case it will be bound by the obligations in relation to that part of the Property as a person deriving title from the Owner.

7. RIGHTS OF THIRD PARTIES

7.1 No provision of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8. JURISDICTION

8.1 This Agreement is governed and interpreted in accordance with the laws of England and the Parties agree the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY)
LAZARI PROPERTIES 8 LIMITED)
acting by a Director in the)
presence of a witness)

Director

Witness Signature:

Witness Name (BLOCK CAPITALS): SARAH CHANDLER

Address: GREATER LONDON HOUSE, HAMPSTEAD ROAD
LONDON, NW1 7QX

EXECUTED AS A DEED BY)
CREDIT SUISSE (UK) LIMITED)

.....
Authorised Signatory

.....
Authorised Signatory

8.1 This Agreement is governed and interpreted in accordance with the laws of England and the Parties agree the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY)
LAZARI PROPERTIES 8 LIMITED)
acting by a Director in the)
presence of a witness)

.....
Director

Witness Signature:

Witness Name (BLOCK CAPITALS):

Address:

EXECUTED AS A DEED BY)
CREDIT SUISSE (UK) LIMITED)

.....
Authorised Signatory *MAT BRITAIN*

.....
Authorised Signatory *PRABESH PATEL*

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)



.....
Authorised Signatory